

# Kadoz Gift Cards that are used within a Limited Network Terms and Conditions of Use

## 1. The Kadoz Gift Card

- 1.1 These terms and conditions apply to any holder of this Kadoz Gift Card ('**the gift card**'). By using your card you are demonstrating your agreement to these terms and conditions.
- 1.2 The Gift Card is promoted by Loyalket SA, Rue Fernand Bernier 15, 1060 Brussels, Belgium (co-brand partner) and issued by Wirecard Card Solutions Limited Registered Office: 3<sup>rd</sup> Floor, Grainger Chambers, 3-5 Hood Street, Newcastle upon Tyne. NE1 6JQ. Registered in England No. 07875693. Authorised and regulated in the UK by the Financial Conduct Authority to issue e-money (Firm Reference Number: 900051).
- 1.3 You will purchase the Gift Card in a stated currency. All references to that currency in these terms and conditions are relevant to you.
- 1.4 Additional funds cannot be put onto the Gift Card after initial purchase, except in the case where a retailer refunds a transaction onto the Gift Card.
- 1.5 The Financial Services Compensation Scheme (FSCS) does not apply to this Gift Card product. This means in the unlikely event that Wirecard Card Solutions Ltd becomes insolvent, your Gift Card may cease to function and may become valueless, and you could lose the monetary value of the Gift Card. You will not be able to reclaim this money from the FSCS.
- 1.6 The Gift Card is not a regulated product and is therefore not subject to the Electronic Money Regulations 2011, nor subject to the Payment Services Regulations 2009.
- 1.7 These terms and conditions are available online at [www.kadoz.eu](http://www.kadoz.eu). You can request a copy of these terms and conditions at any point in their duration.

## 2. Definitions

In these terms and conditions, the following words and phrases have the meanings shown next to them:

**ATM** – means automatic teller machine or cashpoint facility or cash dispenser;

**Business day** – means a day between and including Monday to Friday, between 9am and 5pm (UK time) except for bank or public holidays in England and Wales;

**Gift Card** – means your Prepaid Kadoz Gift Card (including any replacement card);

**Card scheme** – means MasterCard / Visa;

**Fees** – a variety of charges that can be raised for purchase and ongoing use of the card;

**Limited Network** – means the Prepaid Gift Card can only be used for a limited range of goods and services as well only being accepted by certain designated merchants, which may be situated within a limited geographical area.

**Purse value** – means the maximum value of funds that can be held with the card any one time;

**Supplier** – a retailer, merchant or other supplier of goods and/ or services which accepts payment by means of a card, card number, PIN or card and signature;

**Summary Box** – The section that includes notification of charges, limits and restrictions associated with the card;

**Supplier's bank** – the merchant acquirer used by the supplier for the purposes of receiving payments arising from transactions.

**Verification of identity** – means confirming personal identity and address of you by conducting electronic verification of your details or by you providing documentation of identity;

**We / us / our** – means Wirecard Card Solutions Limited or co-brand partners acting on our behalf;

**Year** – 12 month period following the date when the card is issued to you and each subsequent 12 month period.

**You / your** – means the person or persons who have received the card and are authorized to use the card as provided for in this Agreement.

## 2. Purchase and activation of the Gift Card

- 2.1 If the Gift Card is purchased in a shopping centre, the maximum value that may be loaded onto the card is €150, subject to clauses 3.3 and 3.3.1. The Gift Card will be activated at the point of purchase and the monies on the Gift Card will be available for use 12 months after purchase.
- 2.2 If the Gift Card is purchased over the Internet, the maximum value that may be loaded onto the card is €150, subject to clauses 3.3, 3.3.1 and 3.3.2. The Gift card will require activation. You can activate the card by calling the shopping centre. Monies on the Gift Card will normally be available for use after 12 months after activation.
- 2.3 To load your card by credit or debit card, you must use a credit or debit card that has been issued by a regulated financial institution in the UK or EEA and is registered at the same address as this card.
- 2.4 When funds are loaded onto your card, the payment is made in the same currency as that of your card. The currency you have used to load your card may be different to that of the card. Your statement will show the exchange rate used which applied on the date that the card was loaded. Exchange rates may change and the exchange rate which applies when you check may not be the exchange rate that was used to convert your funds to load your card.

### 3. Use of the card

- 3.1 A Gift Card may be used by the purchaser of the Gift Card or it may be given to another person as a gift. Prior to use, the Gift Card should be signed on the reverse by the person who will be using the Gift Card.
- 3.2 The Gift Card is designed for use in shops and retail locations within Gent Zuid shopping centre for transactions conducted in euros where you are physically present. To use the card, present it at the time of payment. Use it in full or part payment of your purchase in which case you will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash or debit or credit card providing the retailer accepts a combination of payment methods.
- 4.2.2 Additional funds cannot be added to the Gift Card after purchase.
- 4.3 You must not make purchases that exceed the balance of funds available on the Gift Card. Your balance will be reduced by the amount of each purchase you make. If any purchase takes you over your available funds or the card limits in force the transaction may be declined.
- 4.4 The Gift Card is not a debit card supported by a bank account, and is not in any way connected to a bank account. It is also not a guarantee card, charge card or credit card. You will not earn any interest on any funds loaded on to the card.  
You must not use the Gift Card for:
  - 4.4.1 pre-authorized regular payments;
  - 4.4.2 transactions outside of the Limited Network as identified in clause 4.2;
  - 4.4.3 transactions for cash including for example cash back, cash from a bank, money orders, traveller's cheques, foreign exchange, or bureau de change, or
  - 4.4.4 any illegal purposes.
- 4.5 Your card cannot be used in situations where it is not possible for the supplier to obtain online authorisation that you have sufficient balance for the transaction.
- 4.6 We may stop, suspend or restrict your card on reasonable grounds relating to:
  - 4.6.1 the security of your card, card number, and
  - 4.6.2 the suspected unauthorised or fraudulent use of your card. We will, if possible, inform you before stopping, suspending or restricting your card that we intend to do so and the reasons for doing this. If we are unable to do so then we will inform you immediately afterwards. The requirement to inform you does not apply where it would compromise reasonable security measures or it would be unlawful to do so
- 4.7 We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with the card. We are not liable for the failure of any merchant to honour the card.
- 4.8 We will not sell the Gift Card under these terms and conditions to anyone under the age of 13 years old.

### 5 Transactions

- 5.1 You agree that any use of your card, card number constitutes your authorisation and consent to a transaction.

- 5.1.2 We will be entitled to assume that a transaction was authorised by you where the magnetic stripe on the card was swiped by the retailer, where there is a signed sales slip, or where relevant information is supplied to the retailer that allows them to process the transaction.
- 5.2 You cannot stop a transaction after it has been transmitted to us by giving your consent to the transaction, or once you have given your consent to the supplier for a pre-authorised payment.
- 5.3 We may refuse a transaction. We may do this if the relevant phone or computer link is busy. We may also do this if:
  - 4.4.1 a transaction might take you over your available funds on the card; or
  - 4.4.2 a transaction might take you over any of your card limits; or
  - 4.4.3 We reasonably believe that we need to do so to keep to the rules of the payment system under which your card is issued, or
  - 4.4.4 We reasonably believe that there are needs to do so to comply with any law or as a matter of good practice

## 6. Foreign currency transactions

- 6.1 The Gift Card can only be used for transactions, which are in the currency of the card.

## 7. Checking your balance

- 7.1 To check the available balance on your card or to review your transactions visit [www.kadoz.eu](http://www.kadoz.eu).

## 8. Redemption

- 8.1 . You are not entitled to any redemption of the card balance.

## 9. When your card expires

- 9.1 Your gift card and any money loaded onto the card will cease to be valid 12 months from the date of purchase – this is referred to as the “expiry date”. On that date, the card will cease to function and you will not be entitled to use the card as a means of payment.
- 9.2 In some cases, the expiry date on your card may differ to the actual date of expiry of your Gift Card. If you wish to confirm the actual expiry date please go to [www.kadoz.eu](http://www.kadoz.eu).
- 9.3 Once your card has expired any remaining funds are unable to be spent. You are not entitled to any redemption of the card balance.

## 10. Liability

- 10.1 The Gift Card must be signed by the user as soon as it is received and you must take precautions to ensure it is safe. You must always make sure that you:
  - 10.1.1 do not allow anyone else to use your card;
  - 10.1.2 only release the card or card number to make (or try to make) a transaction, and
- 10.2 If your card is lost or stolen or, if you think your card, or card number may be misused, you must:
  - 10.2.1 Go to [www.kadoz.eu](http://www.kadoz.eu) or call your shopping center to block the card;
  - 10.2.2 if we ask, write to us within seven days to confirm the loss, theft or possible misuse (the address is Loyaltek SA, rue Fernand Bernier 15, 1060 Brussels, Belgium), and
  - 10.2.3 stop using the card, or card number immediately. If you find the card after you have reported it lost, stolen or misused, you must cut it up and tell us as soon as you can.
- 10.3 If your card, or any replacement card, is lost or stolen, once you have reported it you can request a replacement by asking to your shopping center. We will charge a fee for the replacement card. This is set out in the Summary Box.
- 10.4 You may immediately warn us by going to [www.kadoz.eu](http://www.kadoz.eu) or by calling your shopping center if your card is lost, stolen or destroyed. You will be liable for any use of your card done until you have warned us about it.
- 10.5 We will not be liable for:

- 10.5.1 any abnormal or unforeseeable circumstances outside our reasonable control (for example, a failure of computer systems which happens for reasons outside our reasonable control or any industrial action which happens for reasons outside our reasonable control) if this prevents us from providing its usual service;
- 10.5.2 any person refusing to accept or honour (or delays in accepting or honouring) your card or card number, or
- 10.6 In case of errors or disputes about transactions, contact us through [www.kadoz.eu](http://www.kadoz.eu) or call your shopping center.

## 11. Altering these terms and conditions

- 11.1 We may change any of these terms and conditions, including fees and charges, or introduce new terms
- 11.2 If we change these terms and conditions, the new terms and conditions will be available at [www.kadoz.eu](http://www.kadoz.eu) from the date the change takes place.
- 11.3 You will be deemed to have accepted any change to these terms and conditions unless you notify us of any objection before the proposed date of the change.
- 11.4 Between receipt of the notice and the proposed date of change, if you notify us that you do not accept the change, this agreement will terminate immediately and subject to condition 8 you can redeem your total balance at that time without charge.

## 12. Cancellation rights

- 12.1 If you change your mind about having the card (and only if the card was bought through the Internet), you can cancel it within 14 days of the date it was purchased. You will not be charged for canceling the card during this period. We will refund any balance remaining on the card to you and any fees that you have paid.
- 12.2 We will reimburse you in the currency the same as that of your pre-paid card
- 12.3 Should you wish to cancel your Gift Card please return it to the Customer Services Desk at the Centre, unsigned and unused with your original sales receipt within 14 days of purchase and a full refund will be made
- 12.4 Only the person who has purchased the Gift Card will be able to request a refund, subject to proof of identity, production of the original receipt and the return of the Gift Card. Any refund will be made by returning funds to the source of the original Gift Card purchase, for example if the card was purchased using a credit card, funds will be returned to that credit card.
- 12.5 Cancellation is not allowed for cards bought by entities, only for cards bought by private persons through the Internet.

## 13. Ending this agreement

- 13.1 We may terminate this agreement at any time. Unless there are exceptional circumstances we will give you 2 months' prior written notice.
- 13.2 You can terminate this agreement by going to [www.kadoz.eu](http://www.kadoz.eu) or calling your shopping center subject to conditions 11.4 and 12

## 14. General

- 14.1 By entering into this agreement you agree that we may use your information in accordance with the 'How we use your information' section of these terms and conditions, as set out in condition 17.
- 14.2 We may monitor and/or record telephone calls between you and us or service providers.
- 14.3 You must provide us with an email and postal address and phone number and let us know of any changes.
- 14.4 We may transfer our rights or obligations under this agreement or arrange for any other person to carry out its rights or obligations under this agreement. You may not transfer any of your rights or obligations under this agreement.
- 14.5 We can delay enforcing its rights under this agreement without losing them.

- 14.6 If we cannot enforce any paragraph, condition or part of a paragraph or condition under this agreement, it will not affect any of the other paragraphs, conditions or the other part of the paragraph or condition in this agreement.
- 14.7 This agreement is governed by the law of England and Wales. The language of this agreement is English and all notices and information given under this agreement will be in English.

## 15. Complaints and how to contact us

- 15.1 If you would like to make a complaint, or contact us for any other reason connected to these terms and conditions please write to Loyalek SA, rue Fernand Bernier 15, 1060 Brussels, Belgium.

## 16. How we use your information

- 16.1 We may search your record at credit reference and fraud prevention agencies. These searches are to check your identity and we do not carry out full credit reference checks or credit scoring for this purpose. We may use an automated decision-making system to assess your application and verify your identity.
- 16.1.1 If we are unable to verify your identity adequately, we may ask you to provide some documentary evidence to help confirm your identity and address.
- 16.2 Credit reference agencies may check the details you supply against any particulars on any database (public or otherwise) to which they have access. An unrecorded enquiry will be made. An unrecorded enquiry is a search that was not made for lending purposes. It cannot affect your credit rating or score when you apply for credit. It is not seen by lenders other than the one that carried out the search. It is included on your credit report so you know the search was made but does not affect your credit rating, or score, when you apply for credit.
- 16.3 If you give us false or inaccurate information and we identify fraud, we will record this with fraud prevention agencies. Law enforcement agencies may access and use this information.
- 16.3.1 The fraud prevention agencies will share records with other organisations. We and other organisations may access and use the information recorded by fraud prevention agencies overseas.
- 16.3.2 Please phone us on +32.2.808.07.58 if you would like details of those credit reference and fraud prevention agencies. You have a legal right to these details.
- 16.3.3 You have certain rights to receive a copy of any information we hold about you. Please write to: Loyalek SA, Rue Fernand Bernier 15, 1060 Brussels, Belgium. We may charge you for this service.
- 16.4 Some information held by credit reference and fraud prevention agencies will be disclosed to us and other organisations to, for example:
- 16.4.1 to prevent fraud and money laundering, by checking applications for credit, credit-related or other facilities, proposals and claims for all types of insurance, job applications and employee records, and to verify your identity.
- 16.4.2 The information held by these agencies may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.
- 16.5 When you have an agreement with us we may use the following types of information about you:
- 16.5.1 information you give us or we already hold about you, including any phone number you call us from, which we may record;
- 16.5.2 information we receive when making a decision about your application or agreement, including information we receive from enquiries and searches made in your name with credit reference and fraud prevention agencies;
- 16.5.3 information (including details of payments and transactions) we may hold about any managed account or policy which you hold with or through us, and
- 16.5.4 information we receive from anyone who is allowed to provide us with information about you.
- 16.6 We will process, use, manage, control, release and record information about you to:
- 16.6.1 search credit reference and fraud prevention agencies' records (including information from overseas) to manage your account;
- 16.6.2 manage your accounts and policies, and manage any application, agreement or correspondence you may have with us;
- 16.6.3 carry out, monitor and analyse our business;

- 16.6.4 contact you by post, by phone or in another way about other products and services which we consider may interest you – unless you tell us that you prefer not to receive direct marketing;
- 16.6.5 fight fraud, money-laundering, terrorism and other crimes, and
- 16.6.6 keep to any laws or regulations in any country
- 16.7 We may reveal information about you:
- 16.7.1 to any person working for us or our co-brand partners;
- 16.7.2 to fraud prevention agencies;
- 16.7.3 to any organisation which backs any of our products which you hold;
- 16.7.4 to any payment system under which we issue your card;
- 16.7.5 if a payment is processed through a worldwide payment system, to certain authorities in order to detect and prevent terrorism (including authorities outside the UK);
- 16.7.6 to any person to whom we transfer any of our rights or obligations under any agreement we may have with you, and
- 16.7.7 to anyone you authorise us to give information about you to.
- 16.8 Processing your information, as described above, may involve sending it to other countries outside of the EEA including the United States of America. In such circumstances we are responsible for making sure that your information continues to be protected.
- 16.9 We will keep information about you for only as long as we need to or is required to meet legal obligations.

## 17. SUMMARY BOX

### Charges

This table summarises key product features and information and is not intended to replace the terms and conditions of the product. . The fees' limits and restrictions that apply to each card are set out below.

The limits structure for your card depends on whether you have satisfied identity requirements and the permitted geographical spending facilities associated with the card

Fees and limits	Currency
Fee to buy card	Free (but additional sales channel charge might apply)
Fee for loading card by credit card	None (excepted mentioned otherwise)
Fee for loading card by debit card	None (excepted mentioned otherwise)
Fee for loading the card by cash	None
Fee for any replacement card	10 euros
Fee for chargeback	20 euro
Balance enquiry	0.30 euro
<b>Card limits</b>	
Maximum purse value – verified identity	250 euros
Maximum purse value – non-verified identity	150 euros
Maximum value of point of sale transaction	250 euros